

NEWTOWN PUBLIC SCHOOLS
CONTRACT FOR NEWTOWN PUBLIC SCHOOLS – STUDENT TRANSPORTATION

NOTICE TO BIDDERS

NEWTOWN PUBLIC SCHOOLS OF NEWTOWN, CONNECTICUT HEREBY INVITES THE SUBMISSION OF SEALED BIDS FROM REPUTABLE AND QUALIFIED BUS TRANSPORTATION PROVIDERS, FOR FURNISHING STUDENT TRANSPORTATION SERVICES BEGINNING JULY 1, 2022. BID FORMS, CERTIFICATION, CONDITIONS AND SPECIFICATIONS MAY BE OBTAINED AT NEWTOWN PUBLIC SCHOOLS, 3 PRIMROSE STREET, NEWTOWN, CONNECTICUT ON DECEMBER 20, AT 3:00 PM.

BIDS WILL BE RECEIVED UNTIL NO LATER THAN 2:00 PM ON JANUARY 21, 2022 AT NEWTOWN PUBLIC SCHOOL BUSINESS OFFICE, 3 PRIMROSE ST, NEWTOWN CT 06470, AT WHICH TIME AND PLACE ALL BIDS WILL BE PUBLICLY OPENED.

BIDS WILL REMAIN FIRM FOR A PERIOD OF 60 DAYS FOLLOWING THE DATE OF THE OPENING, AND SHALL THEREAFTER REMAIN FIRM UNTIL THE BIDDER PROVIDES WRITTEN NOTICE TO THE SCHOOL DISTRICT BUSINESS OFFICE THAT THE BID HAS BEEN WITHDRAWN.

IN CONSIDERING BIDS AND AWARDING CONTRACTS, NEWTOWN PUBLIC SCHOOLS RESERVES THE RIGHT TO CONSIDER COST, EXPERIENCE, SERVICE AND REPUTATION IN THE STUDENT TRANSPORTATION FIELD, AS WELL AS THE FINANCIAL RESPONSIBILITY AND SPECIFIC QUALIFICATIONS SET OUT HEREIN OF THE PROSPECTIVE BIDDER. THE SCHOOL DISTRICT RESERVES THE RIGHT TO WAIVE TECHNICAL DEFECTS IN BIDS, TO REJECT ANY AND ALL BIDS, TO DISCUSS OPERATING OPTIONS WITH ONE OR MORE BIDDERS, OR TO ENTER INTO SUCH OTHER DISCUSSION OR NEGOTIATIONS AS THE DISTRICT DEEMS TO BE IN ITS BEST INTERESTS.

THE CONTRACT PERIOD WILL BE FIVE YEARS. THE DISTRICT IS REQUESTING BIDS FOR THE TRANSPORTATION OF STUDENTS, INCLUDING, SPECIAL EDUCATION, AND SUMMER TRANSPORTATION.

BIDDERS SHALL BE REQUIRED TO FURNISH, AT THEIR OWN EXPENSE, **A BID BOND OR CERTIFIED CHECK IN THE AMOUNT OF TEN (10) PERCENT** OF THE PROPOSED TOTAL ANNUAL FIRST YEAR PRICE OF THE TOTAL CONTRACT. BROKERS OF THESE SERVICES WILL NOT BE ELIGIBLE TO BID

Rick Spreyer

Purchasing Agent

1. GENERAL CONDITIONS

All invitations to submit bids issued by Newtown Public Schools will bind bidders to the conditions and requirements set forth in these general conditions, and such conditions shall form an integral part of each purchase contract awarded by Newtown Public Schools.

1.1 DEFINITIONS

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| "Addenda" | - written instruments issued by the district, or its agent, prior to the execution of the contract that modify or interpret the Request for Bid documents by additions, deletions, clarifications, or corrections. |
| "Bid" or "Proposal" | - an offer to furnish materials, services, supplies, and/or equipment in accordance with the Request for Bid, the general conditions, and the specifications. Throughout this document, "Bid" or "Proposal" will be interchangeable. |
| "Bidder", "Proposer" or "Contractor" | - any individual, company, or corporation submitting its bid, and qualified consistent with the "Proposer Qualifications" section of this document. |
| "Board" | - the Board of Education of Newtown Public Schools. |
| "Contract" | - an agreement duly executed by the district and the Contractor that calls for the transportation of pupils of the district by the Contractor in accordance with all terms, conditions, requirements and specifications in the proposal, for a price to be paid by the district. |
| "He/she, his/her" | - The use of dual-gender words is cumbersome, therefore masculine pronouns have been used throughout this document. The choice of masculine pronouns is strictly arbitrary and does not necessarily reflect the actual gender of any party. |
| "School Day" | - definement of school day for the purpose of transportation is from the time the buses leave to pick up children to bring them to classes in the A.M. to the time the buses return to the terminal after bringing them to their designated stops in the P.M. |
| "School District" or "District" | - shall mean the legal designation of Newtown Public Schools. |
| "School Year" | - the period of approximately 180 days of attendance at school for Newtown Public Schools pupils, including private and parochial. The usual period of attendance begins during the last week of August, and concludes with the last day of classes in June, |

including make-up days, if required. Summer services would occur between June and August on a schedule published each year by the district. For certain categories of Special Education pupils, the period of attendance will be in excess of 180 days. The district reserves the right to modify the length of the school year.

- "Specification" - description of services to be performed by Contractor and school district together with the materials, supplies, and/or equipment that is to be used and maintained together with the conditions for such service and maintenance.
- "Successful Bidder" or "Proposer" - any Proposer to whom an award is made by the school district.

2. BIDS

2.1 BID PROCEDURES AND REQUIREMENTS

- 2.1.1 The date and time of bid opening will be given in the Notice to Bidder's.
- 2.1.2 All bids must be submitted on and in accordance with forms provided by the Board of Education and included in this document. The bid sheets are not to be removed from the document. All bids must include, as a minimum, the required information as detailed in these documents.
- 2.1.3 Where so indicated by the makeup of the bid form, sums shall be expressed in figures, and in case and any corrections or changes on the submission forms made by the Bidder should be initialed by the Bidder.
- 2.1.4 Except where specifically noted otherwise, all requested alternates will have a bid submitted.
- 2.1.5 Bids may not be considered which purport to qualify, limit, amend or omit any of the minimum requirements as detailed in the bid documents. A determination as to the impact of any proposed change is the sole responsibility of the district.

In case of any ambiguity, inconsistency, or error in any of the contract documents or of a conflict between the provision of a contract document and provisions of a State or Federal Law or regulation, the Bidder is required to draw such matter to the attention of the Superintendent of Schools or his designate before he submits his bid. If the Bidder fails to do so, his bid will be interpreted by the Superintendent of Schools or his designate.

- 2.1.6 A bid shall include the legal name of Bidder and a statement whether the Bidder is a sole proprietor, a partnership, a corporation, or any other legal entity, and shall be signed by the person or persons legally authorized to bind the Bidder to a contract. All required signatures shall be handwritten in ink with the person's full name. No initials, stamp, photocopy or company name may be used in lieu of any required signature. A bid by a corporation shall also give the State of incorporation and have the corporate seal affixed. A bid submitted by an agent shall have a current Power of Attorney attached certifying the agent's authority to bind the Bidder.

Additionally, the name(s) of the principals of the sole proprietorship, partnership, corporation, or other legal entity shall be provided to the district for all those individuals whose ownership is equal to, or is greater than, ten percent of the entity. In the case of a publicly traded corporation, the latest annual report listing all officers shall be provided in lieu of the ownership information.

- 2.1.7 Bidder's responses to information requested will be used to evaluate each Bidder's capability to provide proper and satisfactory transportation services as required pursuant to this Request for Bid. Upon request of the district, a Bidder who is under consideration for an award of a contract may be required to submit additional information to support or clarify information previously provided. One or more Bidders may be asked to provide additional information, to meet with the district to discuss their bid, to modify one or more sections of their bid, or to address such other issues as deemed important by the district.
- 2.1.8 Bidders will provide, along with the completed bid package, evidence demonstrating an ability to provide school transportation, including, if applicable, a list of any and all Connecticut school districts which they have served during the past three years and a summary of their experience over at least three years of successfully operating a complex school transportation program equal to or greater in size than Newtown Public Schools program detailed herein. In lieu of organizational experience, staff experience must be demonstrated.

Based on bid results, audited (certified or reviewed) financial statements for the last three years as evidence of financial responsibility will only be requested from those companies in final consideration. The information will be required within 48 hours of the district's request. It will be treated confidentially and will not be for public review.

Enclosed with the bid submission, the Bidder must include a letter from an insurance agent, broker, or carrier stating that no less than the minimum limits of insurance required in the Request for Bid will be met. The name of the insurance company that will provide the mandated insurance will be stipulated. If the insurance company that will provide the coverage has not yet been determined, the agent, broker, or carrier will stipulate that the company's rating will be equal to or greater than the minimum ratings as shown in the specifications. The insurance carrier must be licensed to do business in Connecticut and must be rated in the latest edition of A.M. Best's *Insurance Guide* as at least an "A-" carrier.

- 2.1.9 In order to provide the required services envisioned in these contracts, Contractors must have a sufficient number of competent, trained driving personnel. Bidders shall submit detailed descriptions of their driver recruitment programs, including typical wage and benefit information. For each district provided as a reference in compliance with Section 2.1.8 above, Bidder shall provide an employment profile including at least the number of daily drivers required, the actual number of drivers employed, a description of recruitment programs, wage and benefit programs, and driver training programs.
- 2.1.9 All information required in the notice, specifications and proposal offer, in connection with each item against which a bid is submitted, must be provided to constitute an acceptable bid.
- 2.1.10 No alteration, erasure, or addition is to be made in the typewritten or printed matter. Any deviations from the conditions and specifications may constitute sufficient grounds for rejection of bid.

- 2.1.11 Prices and information required, except signature of Bidder, should be typewritten for legibility. Illegible or vague bids may be rejected. All signatures must be written. Facsimile, printed, or typewritten signatures are not acceptable.
- 2.1.12 No charge will be allowed for federal, state, or municipal sales and excise taxes since the school district is exempt from such tax. Exemption certificates, if required, will be furnished on forms provided by the Contractor.
- 2.1.13 All bids received after the time stated in the Notice to Bidders may not be considered and will be returned to the Bidder. The Bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of the school district. Whether sent by mail or by means of personal delivery, the Bidder assumes responsibility for having his bid deposited on time at the place specified. HOWEVER, THE BOARD OF EDUCATION RESERVES THE RIGHT TO WAIVE WHAT IT DEEMS INFORMALITIES RELATING TO A SPECIFIC BID, TO REJECT ANY AND ALL BIDS, TO RE-ADVERTISE AND INVITE NEW BIDS, OR TO ACCEPT THE WHOLE OR A PART OF A BID, OR TO ACCEPT PARTS OF BIDS FROM MORE THAN ONE BIDDER, OR TO MODIFY BIDS BASED UPON NEGOTIATIONS WITH THE BIDDER(S), AS IN THE BOARD'S JUDGMENT, IT DEEMS TO BE IN THE BEST INTEREST OF THE SCHOOL DISTRICT.
- 2.1.14 The submission of a bid will be construed to mean that the Bidder is fully informed as to the extent and character of the services, supplies, materials, or equipment required and a representation that the Bidder can furnish the services, supplies, materials or equipment satisfactorily in complete compliance with specifications. The submission of a bid will also mean that the Bidder is fully informed as to the rules, regulations and requirements of the Federal Government, the State of Connecticut and Newtown Public Schools, and that the Bidder will fully comply with said rules, regulations and requirements.
- 2.1.15 All bids must be sealed. They must be submitted in a plain opaque envelope, or in a sealed plain box. All bids must be addressed to the Director of Business, Newtown Public Schools. The bid label must be clearly marked "Transportation Bid". Also the date and time of the bid opening as indicated on the Notice to Bidders must appear on the envelope or box label. Telephone quotations or amendments will not be accepted at any time. All materials submitted with the bids will become the property of the district and will not be returned.

2.2 BIDDER'S CERTIFICATION, REPRESENTATIONS, AND QUALIFICATIONS

- 2.2.1 Under penalty of perjury the Bidder certifies that:
- a) The bid has been arrived at by the Bidder independently and has been submitted without collusion with any other vendor of services, materials, supplies, or equipment of the type described in the Request for Bids, and
 - b) The contents of the bid have not been communicated by the Bidder, nor to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the Bidder or its surety on any bond furnished herewith prior to the official opening of the bid.

2.2.2 The district will not entertain or accept any bid from brokers or organizations that do not own their own vehicles.

2.2.3. Qualifications of Bidders: The work and services described in these bid documents include the performance of activities directly affecting the safety of the students of the district and the public generally. The district may make any investigation necessary to determine the ability of the Bidder to fulfill the contract(s), and the Bidder shall furnish the district with all such information for this purpose as the district may request. If, in the opinion of the district, the Bidder is not properly qualified or responsible to perform any obligations of the contract bid, the district reserves the right to reject its bid.

The district reserves the right to investigate all references and qualifications statements made by the Bidder. Upon investigation and evaluation, the district may choose to reject any bid where the Bidder's stated qualifications are such that the district feels that the Bidder may not be able to perform the transportation service in a safe and an efficient manner. The following information categories will be reviewed, at a minimum, and each Bidder must supply information consistent with the detailed requirements described. The Bidder is invited to provide any additional information or data that further demonstrates its experience or qualifications, and/or ensures that high quality services will be provided to the district.

- a) Bidder must possess and demonstrate facilities, knowledge and capabilities to satisfy all Connecticut Department of Motor Vehicles rules, regulations, and vehicle inspection requirements.
- b) Bidder must include a reference list, setting out the names of all Connecticut districts that they have operated in the past three years, or are currently operating. The name and telephone number of each business official or other district liaison must be provided for each district reference listed, along with a description of the type of transportation services provided (i.e. home-to-school; special education; extra-curricular), and the number and size of buses and vans used in the performance of the contract.
- c) A list of financial references demonstrating financial soundness and capability, and annual financial statements of the Bidder or parent company for the past three years, must be supplied with the bid. The Bidder shall submit information identifying any pending lawsuits as well as any outstanding judgments and liens in which it is involved. In addition, the Bidder is to provide a description of any bankruptcy filings by the Bidder, any related entities, or principal(s) of the Bidder within the last seven years. If the Bidder has ever been denied a Performance Bond, detailed information about the situation and resolution must be provided.
- d) A detailed description of the Bidder's driver recruitment program, including specific efforts that will be used to recruit quality personnel in Newtown must be provided.
- e) Included in the qualifications of the Bidder is to be a brief resume summarizing the experience and qualifications of the terminal manager and other members of the managerial and supervisory staff who will be directly responsible for the performance of this contract. Other

managers and supervisory staff include assistant manager(s), dispatcher(s), trainer(s), safety supervisor(s), maintenance supervisor(s), etc.

If any of these positions have not yet been filled, please list the qualifications (job description) for the position(s).

- f) The Bidder should supply details on the typical operating program that would be utilized in the performance of this contract, including such items as specialized training for new and experienced drivers and bus monitors; accident reduction programs; vehicle maintenance and inspection programs; computerized fleet maintenance, management, and routing systems; GPS Systems, and student safety programs.
- g) A detailed list of terminated contracts over the last three years in Connecticut, except those contracts lost as a result of the bidding process.

2.3 INTERPRETATION OF PROPOSAL DOCUMENTS

No interpretation of the meaning of the specifications or other contract document will be made to any Bidder orally. Every request for such interpretation should be **made in writing** and sent via electronic mail (e-mail) addressed to Tanja Vadas, Director of Business at vadast@newtown.k12.ct.us and Rick Spreyer, Purchasing Director at rick.spreyer@newtown-ct.gov. **All requests must be received by 12:00 Noon Wednesday, January 12, 2022.** Notice of any and all interpretations and any supplemental instructions will be sent to all Bidders of record by the school district in the form of addenda to the specifications. All addenda so issued shall be sent electronic mail (e-mail) with receipt acknowledged or will be available for pick up at the district's Business office with signature acknowledging receipt, and shall become a part of the contract documents, by **3:00pm on Friday, January 14, 2022**. Failure of any Bidder to receive any such addendum or interpretation shall not relieve any Bidder from any obligations under his bid submitted. Electronic verification of the sending of the addendum materials by the district or its agent shall be sufficient record of compliance with this requirement. All addenda so issued shall be submitted with bids and acknowledged by the Bidder.

3. AWARD

- 3.1 The school district will endeavor to make an award within 60 days after the date of the bid opening, and all bids shall remain firm during that time period. The district further reserves the right to make awards following this initial 60 day period to any Bidder who has not provided written notice to the school district's Business Office that its bid has been withdrawn.

The district will evaluate every written bid submitted and reserves to itself the right to be the sole judge of which bid best meets the needs of the district. Prior to the award of the contract and during the course of the contract, the district reserves the right to negotiate changes in the scope and/or cost of the required services as well as changes in the scope and/or cost of the enhancements offered by the Bidder to the district.

3.2 TRANSPORTATION PROGRAM

- 3.2.1 The contract will be awarded for a period of five school years: 2022-2023, 2023-2024, 2024-2025, 2025-2026, 2026-2027. Renewal of this contract may be considered upon the mutual determination of the district and the Contractor.
- 3.2.2 The Contract will be awarded based upon a review by the district of all elements of the proposal submitted, including mandatory and voluntary categories of information, and alternates.
- 3.2.3. Due to the ever-changing nature of our special needs transportation, the district reserves the right to negotiate transportation prices with the provider in special circumstance that may arise including, but not limited to, adjustment of rates for additional facilities added to the existing routes and for cost efficiencies when possible dependant on times.
- 3.2.4 Once the district receives bids, each element of the submission will be reviewed. In order to clarify certain elements of a bid, or in an effort to modify certain elements in order to better meet the district's needs, the district may meet with one or more Bidders to discuss their bids.
- 3.2.5 No cash discount may be offered or quoted by any Bidder.

4. CONTRACT

- 4.1 Each bid will be received with the understanding that its acceptance, in writing, by the school district, approved by the Board of Education, to furnish any or all of the items described shall constitute a contract between the successful Bidder and the school district. The contract shall bind the successful Bidder to furnish the labor and material required at the prices and in accordance with the conditions of his bid, or as modified pursuant to Section 3.2.3.
- 4.2 The placing in the mail of a notice of award to a successful Bidder, to the address given in the bid, will be considered sufficient notice of acceptance of contract.
- 4.3 If the successful Bidder fails to furnish service on the date of commencement of the contract, or should it default in meeting any obligation under said contract during the duration of the contract or should the successful Bidder fail, or be delinquent, in its preparation of the procedures required in meeting the conditions and provisions of the specifications in a timely fashion, as determined by the Board of Education of the school district, then the school district shall have the right to declare the successful Bidder in default and in addition, to any other legal or equitable remedies available to it to include those set forth in Section 8, Paragraph 8.15 of the Specifications, the school district, upon declaring the successful Bidder in default may upon seven days written notice to the successful Bidder, take the following action:
 - a) Withhold any funds due the successful Bidder under this contract and have the right of set-off and/or recoupment and/or counterclaim against said funds for any claims for which the school district might have against the successful Bidder.

- b) Commence providing the services contracted for with the successful Bidder, either directly or through another contractor.

The successful Bidder shall be responsible and obligated for all damages caused by said default and for all costs and damages suffered by the school district. Said damages are to include reasonable attorney's fees incurred in enforcing said claim against the successful Bidder, as well as attorney's fees incurred in contracting with another party.

Should the successful Bidder fail to cure any violation of this paragraph, or otherwise be in default of its obligations under the contract, within 30 days of the written notice of default, the school district shall be entitled, in its sole discretion, to terminate this contract or rescind the award of the bid, whichever is applicable. In such an event, termination shall be in addition to any and all of the legal remedies available to the school district as set forth in this paragraph 4.3 above.

- 4.4 It is mutually understood and agreed that the successful Bidder shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or its right, title, or interest herein, or its power to execute such contract, or any part thereof to any person, company or corporation, without the previous written consent of the school district.
- 4.5 All of the documents listed in the Table of Contents to the specifications and bid forms, to include the General Conditions, Specifications, Notice to Bidder, and Addenda shall form a part of this contract and the provisions thereof shall be binding upon the parties hereto. The term "contract documents" shall include all of the aforesaid together with the contract itself.
- 4.6 Each and every provision of law and clause required by law to be inserted herein and the contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through a mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon the application of either party, the contract shall forthwith be physically amended to make such insertion or any necessary correction.
- 4.7 It is understood that the contract in no way excludes the district from using its own vehicles, or services provided by other school districts, or in any way limits the district from using other contractors in performing similar or other services.
- 4.8 Any contract awarded hereunder is contingent upon the approval, after review by Newtown Public Schools and the Connecticut Education Department, with respect to technical conformance to said requirements. No contract hereunder will become final and binding upon the parties unless and until the approval of said authorities with respect to said technical conformance is received by the district.
- 4.9 No action or failure to act on the part of the school district to enforce its rights or remedies under the contract shall constitute a waiver of any right or remedy to which the school district is entitled, nor shall such action or failure to act on the part of the school district waive any duty on the part of the Contractor to perform under the contract nor shall such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

- 4.10 Newtown Public Schools may terminate this contract any time by a notice in writing from Newtown Public Schools to the Contractor. If the contract is terminated by Newtown Public Schools as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this contract, less payments of compensation previously made. The implementation of this termination clause would pertain to the lack of appropriate funding to operate the transportation program, or for "cause" due to violations of the operating requirements consistent with the terms in these specifications. The "lack of funding" or "cause" descriptions do not preclude any other rights afforded Newtown Public Schools under the terms as specified in the specifications or subsequent contract documents, or as provided for in Municipal or State laws.

5. GUARANTEES BY THE SUCCESSFUL BIDDER

- 5.1 The district may at any time, require the performance of such extra work or changes in the work as it may find necessary or desirable. The school district reserves the right to add to, delete from, or otherwise change the number of buses, style of buses, use of buses or length of operating day, and/or the number of days requiring transportation under this contract. The amount of compensation to be paid to the Contractor for any increase or decrease in work or services as so ordered shall be determined by the applicable prices, set forth in the Contract. The district shall not be liable for any extra work or increased compensation unless authorized by the district's written order.
- 5.2 All material, services, workmanship, and credit history shall be subject to inspection, examination and test by the district. The selection of bureaus, laboratories and/or agencies for the inspection and tests of services, supplies, materials, and equipment shall be made by the district.

5.3 THE SUCCESSFUL BIDDER WARRANTS AND GUARANTEES:

- 5.3.1 That Bidder is financially solvent and the Bidder is experienced in and competent to perform the type of work and to furnish the materials, supplies, and equipment to be performed or furnished by it. The Contractor shall furnish the annual cost of providing a Performance Bond in an amount equal to 100% of the estimated annual contract to guarantee the faithful performance of all contracts. The Performance Bond shall be maintained in full force and effect until the contracts have been fully performed. The surety company furnishing the Performance Bond shall be authorized to do business in the State of Connecticut, must be satisfactory to the attorney for the district, and must be rated in A.M. Best's *Insurance Guide* as a "secured carrier" with a rating of "A-" or higher. The Performance Bond shall be furnished to the district at least 30 days before the initiation of contract service, and a renewal bond shall be provided to the district at least 30 days prior to each subsequent contract year. Failure to submit the required annual bond may result in termination of this contract at the sole discretion of the district. The requirement for a Performance Bond will be determined solely by the district. However, for a bid to be considered, the bidder must demonstrate the ability to supply the required bond. Proof of bond ability must be submitted with the bid.
- 5.3.2 That it shall procure and maintain solely at its own expense Workers Compensation, Connecticut Disability Insurance, and Connecticut Unemployment Insurance in amounts as required by law for all of its employees engaged in the performance of the proposed contract. That it shall procure

and maintain, solely at its own expense, such insurance coverages in the amounts and under the conditions set forth in Section 8.4 of the specifications. Certificates of insurance, where applicable, will be submitted to the district's Business Office no later than 30 days prior to the initiation of each contract year.

- 5.3.3 That it will comply with Federal and State Fair Labor Standards Act minimum wage standards set by law as to all of its employees while they are engaged in work under any contract between Contractor and school district.
- 5.3.4 That it will comply with the Connecticut Occupational Safety and Health Act ("COSHA") and the "Toxic Substances Act" ("Right To Know Act") with respect to all operations or activities on school district premises, and all other federal, state or local laws, rules or regulations concerning the handling and disposal of toxic or hazardous substances and wastes.
- 5.3.5 The Bidder will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, disability, or marital status. Such action shall be taken with reference but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth provisions of this nondiscrimination clause.
- 5.3.6 The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Bidder, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, country of national origin, age, disability, or marital status.
- 5.3.7 The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies.
- 5.3.8 That it will comply with all State and Federal provisions for drug and alcohol testing and be responsible for any and all fines related thereto.
- 5.3.9 The successful Bidder will comply with any and all other applicable Federal, State, and/or local laws, rules, and regulations.
- 5.3.10 That in the performance of this contract, Contractor is an independent contractor, the school district being interested only in having the bus transportation services performed. For all purposes of this contract, all bus drivers, monitors and others engaged by Contractor for the performance of this contract shall be considered employees of Contractor and not Newtown Public Schools.

6. PAYMENTS

- 6.1 The acceptance by the Contractor of the final payment shall be and hereby is a release to the district of all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the district and others relating to or arising out of this work, excepting the Contractor's claims for interest upon the final payment, if this be improperly delayed.
- 6.2 Payments of any claim shall not preclude the school district from making claim for adjustment on any item found not to have been in accordance with general conditions and specifications.
- 6.3 The district may withhold from the Contractor so much of the payment due him as may in the judgment of the district be necessary to assure the payment of just claims then due and unpaid of any persons supplying labor or materials. The district shall have the right, as agent for the Contractor, to apply any amounts so withheld in such manner as the district may deem proper to satisfy such claims or to secure such protection. Such application of said money shall be deemed payments for the account of the Contractor.
- 6.4 Any contract(s) awarded hereunder shall be contingent upon appropriation by the voters of funds sufficient to meet the district's operating costs, as budgeted by the Board of Education for each fiscal year. If the voters shall fail or refuse to appropriate the funds deemed necessary by the Board of Education, or if anticipated revenues of the district from Federal and State sources are reduced, the district reserves the right to cancel the contract(s) upon 15 calendar days written notice without further liability to the Contractor(s).
- 6.5 Payments for services rendered under the provisions of a contract awarded hereunder shall be made upon receipt of a proper itemized invoice. Such payments shall be made monthly on the basis of services already rendered. If the invoice is received by the 10th day of a given month, payment will be tendered within 30 days of receipt of invoice. No later than the last payment, there will be included any debit or credit due to audit of hours, number of vehicles used, or other mutually agreed to revisions that would affect the total yearly cost. The district will reimburse the Contractor for the cost of tolls incurred as a part of any necessary routing for the program. No toll costs will be reimbursed for any tolls incurred as a part of any dead head mileage. The cost of such tolls should be submitted with the detailed monthly billing, and receipts must be attached. The Contractor(s) shall maintain records during the term of the contract(s) and for three years thereafter of the daily services provided to the district on a route by route basis, and shall submit such records upon request by the district for audit in support of each of the monthly invoices.

7. SAVINGS CLAUSE

- 7.1 The successful Bidder shall not be held responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, fires, floods, Acts of God, or for any other acts not within the control of the successful Bidder, except for strikes or labor unrest, and which by exercise of reasonable diligence he is unable to prevent.

8. SPECIFICATIONS

- 8.1 SCOPE

These specifications are intended to provide for school bus services for the transportation of students for Newtown Public Schools for the 2022-2023 school year and beyond. Each Bidder must inform itself fully as to the conditions relative to the fulfillment of the contract(s) proposed.

It should be noted that the Transportation Program typically varies each year based upon a number of factors, including but not limited to, classroom locations, placements, and student requests. Therefore, the district envisions a proposal based upon a price per vehicle for those vehicles necessary to meet the needs of the program as described herein. Vehicles with special needs students onboard require an aide as determined by an IEP. The cost for Aides should be indicated separately as they will be required as needed. The number of vehicles utilized in the first year of this contract is not a guarantee that the same number of vehicles will be used in any subsequent years of these contracts.

Specific training may be required of aides based on IEP or district needs. The Bidder will cooperate in addressing these needs as expeditiously as possible.

8.2 SCHOOL DISTRICT REPRESENTATIVE

The Superintendent of Schools or her designee will represent the Board of Education in all matters pertaining to the performance of this contract.

8.3 BID BOND

Bidder will be required to furnish, at its own expense, a bid bond or certified check in the amount of 10% of the calculated proposal amount for the contract(s). The bid bond or certified check will be deposited with the Business Office of the district as a guarantee that the contract will be signed and delivered by the Bidder, and in default thereof, the amount of such check or proposal bond shall be retained for use of Newtown Public Schools as liquidated damages on account of such default.

8.4 INSURANCE

Compliance with Insurance Requirements:

8.4.1 The proposal submitted by the Bidder must include a letter from either the Bidder's insurance company or insurance agent stating that the insurance policies that will be issued to and carried by the Bidder will include all of the insurance coverage and limits that are required in this Request for Bid. The insurance company that issues the policies on behalf of the Bidder must be licensed to do business in the State of Connecticut and must be rated by the A.M. Best with a rating of "A-" or higher.

8.4.2 Minimum amounts shall be:

- (a) **Commercial/Business Auto Coverage - Limits:**
\$1,000,000 Liability Limit for all vehicles owned by Bidder

\$1,000,000 Liability Limit for any hired or non-owned vehicles used by Bidder

Note: Bidder has the option of carrying physical damage (collision and comprehensive) coverage on any vehicle that is owned, hired or non-owned by the Bidder.

The Town of Newtown and Newtown Board of Education shall be named as additional Insured with respect to the Auto Liability coverage carried by the Bidder.

(b) **Commercial General Liability (CGL) Coverage - Limits:**

\$2,000,000 General Aggregate

\$2,000,000 Products/Completed Operations Aggregate

\$1,000,000 Each Occurrence Limit (Bodily Injury and Property Damage)

\$1,000,000 Personal and Advertising Injury

\$10,000 Medical Expense (any one person)

The Town of Newtown and Newtown Board of Education shall be named as an Additional Insured on the CGL policy carried by the Bidder.

The CGL coverage carried by the Bidder shall be primary and non-contributory with respect to the Additional Insured.

A Waiver of Subrogation Clause shall be included.

Coverage (including defense costs) for allegation of sexual misconduct and/or sexual abuse shall be included.

(c) **Umbrella/Excess Liability Coverage - Limits:**

\$10,000,000 Per Occurrence

\$10,000,000 Aggregate

(d) **Workers Compensation/Employers Liability – Limits:**

Statutory limits required per Connecticut State Law

Employers Liability:

\$500,000 Each Accident

\$500,000 Aggregate for Injury by Disease

\$500,000 Injury by Disease per Employee

- 8.4.3 The policy or policies carried by the Bidder shall be primary and non-contributory with respect to any policy or policies carried by the Town of Newtown or the Newtown Board of Education.

The policy or policies carried by the Bidder shall contain a provision that coverage will not be cancelled or non-renewed until at least 30 days written notice has been given to the Board of Education.

The Bidder shall self-insure any applicable deductibles, and the Bidder shall agree to indemnify the district for any applicable deductibles.

- 8.4.4 The limits as outlined herein are strictly minimum amounts. The district encourages the use of higher limits and assumes no liability in the event that claims are presented against the Contractor for amounts in excess of these minimum limits.
- 8.4.5 The Contractor shall deposit with the district satisfactory evidence of insurance (including renewals) showing minimum coverage as required above with proof of premiums paid up-to-date. Annual binders evidencing insurance coverages shall be provided to Newtown Public Schools no later than August 1 of each contract year, or June 15 of each contract year if the summer transportation contract is being operated. It is the Contractor's responsibility to initiate this submission, and the lack of any specific request from the district does not eliminate the mandate. Failure to provide annual binders in a timely manner shall be considered a contract default consistent with the provisions of these specifications.
- 8.4.6 The Contractor shall hold harmless, defend and indemnify the district from all claims for damages to property and bodily injury, including death, which may arise from operations under the contract(s), including but not limited to claims brought against the district by third parties, employees of the district, or employees of the Contractor.
- 8.4.7 All insurance certificates shall state that the policy will not be canceled nor coverage thereunder be reduced or limited without 30 days prior written notice to the district. It shall further state that a similar 30 days prior written notice will be given to the district prior to the expiration of the policy if renewal coverage is to be refused or such coverage is to be reduced on renewal. Such certificates shall show the name and address of the insured Contractor, the policy number, the type of coverage, the inception and expiration dates, and it shall clearly state what, if any, coverages are excluded by endorsement or otherwise excepting such as appear in the standard printed policy itself that relate to this contract. The district reserves the right to make direct inquiry to the insurance carrier for an explanation of coverages and the Contractor agrees to assist in obtaining any such desired information.
- 8.4.8 In fulfilling the obligations of the contract(s), care must be exercised by the Contractor to avoid damage to or disfigurement of the buildings, equipment, driveways, or other property of the district. The Contractor shall be required to make the necessary repairs at its expense, as soon as possible after the damage occurs, for any property damaged by the Contractor or its employees.

8.5 BOOKS AND RECORDS

The Contractor shall consent and agree to audits of any and all financial records relating to the proposed contract by Newtown Public Schools. It is also understood that any records maintained by the Contractor in connection with the performance of obligations arising out of the contract may be examined at a mutually agreeable time by duly authorized representatives of the district, and all records shall be kept for a minimum of three years following expiration of the contract. The Contractor shall also allow school district representatives proper access to garage facilities and buses for purposes of review and inspection.

8.6 TERM

The term of the contract shall be for a three to five year period, beginning July 1, 2022, and ending June 30, 2025 and or June 30, 2027. Additional renewal years may be considered based upon the mutual agreement of both parties.

8.7 CONTRACTOR'S RESPONSIBILITIES

8.7.1 Personnel Matters

All transportation personnel shall be the responsibility of the Contractor and shall be the Contractor's employees. All supervisory personnel, drivers, mechanics, and bus monitors (currently referred to by the district as "aides") must meet all legal and regulatory requirements for holding their respective positions, and shall in all respects be in compliance with all requirements of law, ordinance or regulation of the Department of Motor Vehicles, including all required driving, licensing, training and certification. In addition, the Contractor will be responsible for fulfilling the fingerprinting requirements, background check requirements, and drug and alcohol testing requirements pursuant to all Federal Department of Transportation, State Education Department, State Department of Motor Vehicles regulations, and State law. All drivers under this contract shall be paid at least minimum wage for the duration of this contract.

8.7.1.1 It is recognized that for the protection of the children, drivers and all other persons coming in contact with the children must be of stable personality and of the highest moral character. The district places upon the Contractor, and the Contractor agrees to accept, the full responsibility of assuring such qualities in personnel. The Contractor agrees to not allow any person to drive a school bus or serve as a bus monitor, whose moral character is not of the highest level or whose conduct might in any way expose any child to any impropriety of word or conduct whatsoever. Nor shall the Contractor allow any person to drive a school bus or serve as a bus monitor who is not physically and/or emotionally capable of performing the essential functions of their job, with or without accommodation. All drivers and bus monitors must understand and speak English. No person who is serving a sentence in a penal or correctional institution shall be employed or work under this contract.

The responsibility for hiring and discharging personnel with respect to all obligations arising from the contract shall rest entirely upon the Contractor, and the Contractor agrees not to enter into any agreement or arrangement with any employee, person, group or organization which will in any way interfere with the ability to comply with this requirement, except as otherwise required or permitted by law. The Contractor further agrees that the school district, solely in its discretion, shall have the right to remove, reject, or direct replacement of any routing supervisor, dispatcher, bus driver, mechanic, or monitor. The Board of Education reserves the right, in the exercise of its sound discretion, to reject drivers or bus monitors or to direct that they be replaced, without being limited to considerations of health and driving records.

- 8.7.1.2 A "terminal manager" (or similar function/title) will be provided by the Contractor hereunder. Said manager will be directly responsible for contacts with parents regarding transportation problems within the district; provided, however, that all such routing and parent contacts are authorized by officials of the district as designated by the district's Superintendent of Schools or designee. Said supervisor also shall be responsible for compliance by drivers with all district transportation policies, all statistical studies and reports required by the district, including those items necessary for State of Connecticut purposes, and reports on pupil load, driver and student discipline problems and accident reports. Said manager and his duly authorized designee, shall arrange with the district to be available during all hours that services are being performed pursuant to the contract, as well as prior to the beginning of each day's hours of service, and for meetings with representatives of the district. The manager is required to meet all State regulations and training requirements.

The manager, and/or appointed assistant managers, are precluded from any bus driver duties or driving any bus. Sufficient management personnel shall be maintained and available from at least 6:00 A.M. to 5:00 P.M. when school is in session.

It is understood that the contract described herein is limited in scope and that the manager may oversee a terminal that provides services to other districts. Nothing stated herein is intended to limit this practice.

- 8.7.1.3 All drivers and monitors provided by the Contractor pursuant to the contract shall be properly dressed.
- 8.7.1.4 The Contractor must comply with all State, Federal, and local laws and regulations, and regulations of the Department of Motor Vehicles regarding school bus driver, bus monitor employment and bus operation, and Board of Education policies.
- 8.7.1.5 Each driver and monitor performing services pursuant to the contract shall be involved in all safety programs which are or may be required by the laws, rules and regulations of the State of Connecticut. The Contractor shall employ a qualified "driver trainer" who will also personally travel each route with the assigned driver at least once a year to survey not only the driver's performance but route hazards and equipment efficiency. Any Contractor hereunder must comply particularly with the regulations of the State of Connecticut as they apply to safety regulations for drivers and monitors.

The district reserves the right to provide specialized bus monitor training with the cost of said training borne by the district, with associated wages for the attendees paid by the Contractor. The Contractor agrees to fully cooperate in the provision of this training. Any bus monitor training required by regulation or law (IDEA) shall be the responsibility of the Contractor with the cost of said training borne by the Contractor.

- 8.7.1.6 The physical examinations of drivers shall be at the driver's or the Contractor's expense. All exams to be completed as required by regulations of the Department of Motor Vehicles. All drivers must also comply with any Federal drug and alcohol testing requirements which

compliance will be solely at the Contractor's expense, and any physical ability tests that may be mandated during the term of this contract.

This contract includes provision for the Contractor to provide bus aides as required by the district. All such monitors shall receive all physical examinations and testing as may be required by applicable regulations, and any specialized training as required.

Each driver performing services pursuant to the contract must undergo the physical examinations and the reports thereof shall be transmitted to the district's Superintendent of Schools, or designee, in writing on the forms prescribed by the district. Should regulations require physical examinations for bus monitors, these will also be the responsibility of the Contractor.

The district reserves the right to have its doctor examine anyone providing service under this contract with the cost of such examination at district expense.

All employees of the Contractor will be drug-tested prior to employment and randomly thereafter in compliance with all Federal and State laws and regulations. The Contractor will submit proof of drug testing to Newtown Public Schools for each employee prior to their driving buses in its transportation system.

- 8.7.1.7 The Contractor shall submit to the district no later than 14 days prior to the beginning of each contract year a list of the names and addresses of all regular and substitute drivers, and all regular and substitute bus monitors, employed to provide the services required hereunder, and said list shall be updated by the Contractor by adding or deleting such information regarding any such driver or monitor hired or terminated after that date and at the time such hiring or termination takes place.
- 8.7.1.8 The Contractor shall at all times have stand-by drivers in the event of mechanical or other difficulties to maintain and provide the services which are required under this contract.
- 8.7.1.9 The Contractor shall be responsible for providing practice and instruction to the drivers and monitors with regard to the location, use and operation of the emergency door(s), fire extinguisher(s), first aid equipment, windows and roof hatches as means of escape in case of accident. Similar drills for students may be held under the general supervision of the district at such times and in such fashion as may be required by the applicable regulations of this State or the law.
- 8.7.1.10 The Contractor will inform all personnel providing services under the contract that changes in routes, stops or schedules may be made only with the prior approval of the district. Additionally, prior to the opening of schools and throughout the year(s), all drivers shall traverse their assigned routes until they become familiar with all stops and roads. Stand-by and substitute drivers shall also become familiar with the routes to ensure efficient operation of the system in the event that the assigned driver is not available to operate the route.

- 8.7.1.11 The Contractor, along with the respective driver, will be responsible for the safety and supervision of the children transported under the contract. No pre-school or kindergarten children are to be released without supervision. If there is no one to meet the child, or if the child is not with a sibling, the child is to be kept on the bus and dispatch is to be notified IMMEDIATELY.
- 8.7.1.12 No alcoholic beverages or intoxicants (legal or illegal) may be brought to or consumed upon the district's premises or buses utilized pursuant to the contract by any employee of the Contractor, nor shall any employee be under the influence of or impaired by any alcoholic beverages, legal or illegal intoxicants or prescription drugs, nor shall any employee transfer, sell or provide intoxicants, drugs or tobacco products to students or vehicle occupants. Additionally, no smoking is allowed on the buses, or on school property, by Contractor's employees prior to or during the provision of services to the district's students. The Contractor is required to fully inform its employees of this provision.
- 8.7.1.13 Each driver will remain aboard his or her assigned bus at all times that pupils are aboard said bus.
- 8.7.1.14 Under no circumstances shall a driver refuse to pick up or discharge a pupil at an established school bus stop, unless authorized by the district, nor shall a driver remove a pupil from a bus providing services hereunder before reaching the pupil's intended destination, except in the case of an emergency.
- 8.7.1.15 The Contractor shall provide a dispatcher at a designated telephone number to answer calls concerning daily service, including missed service and late pickups or drop-offs. Said dispatcher will maintain contact with the district until the last student is off the last bus and the dispatcher notifies the district that all of the students have been delivered to the designated drop-off point. The Contractor shall be responsible for maintaining services and facilities each day until the district is so notified.
- 8.7.1.16 The Contractor will have access to the Internet, and the Contractor is responsible for the training necessary to allow the Contractor's employees to maximize the use of this resource. The Contractor will have email accounts assigned and they shall be checked regularly by the Terminal personnel. The Contractor must ensure that the terminal has sufficient computer equipment to allow the use of common word processing and spread sheet programs. In order to facilitate communications with the district in similar formats, the use of Microsoft Word and Excel are required.
- 8.7.1.17 Some vehicles provided under this contract that are performing home-to-school or special education services (as needed based upon IEP requirements) shall include a bus monitor provided by the Contractor. For purposes of this contract, the use of the terms bus monitor, monitor, or aide are interchangeable. All monitors must be prepared to assist special education students to and from the threshold of the property, and they must assist the disabled pupil in entering and leaving the vehicle. While this is not to be construed as requiring monitors to carry a pupil, it does mean assisting by lifting legs, carrying books, or otherwise assisting disabled pupils to enter and leave buses. In addition, drivers must be

prepared to provide a certain amount of reasonable assistance, as circumstances may deem necessary.

Monitors must also perform mandated functions of clearing the danger zones on the outside of buses, and assisting the drivers in the management of students and performance of standard discipline functions. The bus monitor is an important function in meeting State Regulations relative to loading and unloading safety issues, while also enhancing the transportation functions by assisting students in need and supplementing the student management functions on the bus. The Contractor shall provide the monitors with appropriate training to meet these important goals.

The Contractor shall be responsible for communicating with monitors their responsibilities, and any monitor not willing to comply with these requirements shall be removed and replaced.

The district reserves the right to assign a district staff member to a Special Education vehicle or student in lieu of Contractor's employee. The Contractor will facilitate this process.

8.7.2 VEHICLES

8.7.2.1 It shall be the responsibility of the Contractor to provide a sufficient number of school buses, with sufficient capacities to adequately meet the needs of the district. The district prefers that the vehicles used under this contract be garaged and maintained in Newtown. If they are not, the district will not pay for deadhead miles/time for vehicles garaged and maintained in facilities outside the district. All vehicles will have valid Connecticut Department of Motor Vehicles operating certificates and be maintained in safe and suitable condition for operation. It is the responsibility of the Contractor to provide safe, proper, and appropriate maintenance on vehicles used during the term of this contract.

In addition to the necessary vehicles to meet the scheduled needs, the Contractor is required to have at least 10% of the total fleet as spare vehicles located at such a place to insure that the spare vehicle can respond to a vehicle need within 30 minutes. Stand-by drivers must be available to operate these vehicles.

Due to the unique capabilities of certain vehicles, the Contractor must maintain at least one spare of each type of vehicle utilized.

- a. The In-district Contract-A will include the following schools and is subject to change at the discretion of the school district:

Newtown High School
Newtown Middle School
Reed Intermediate School
Middle Gate Elementary School
Head O'Meadow Elementary School

Sandy Hook Elementary School
Hawley Elementary School
St Rose School
Henry Abbott Tech in Danbury
Shepaug Valley in Washington
Fraser Woods School K-8
Housatonic Valley K-7
ECA in New Haven
RCA in Trumbull

c. **Vehicles needed to perform this contract are listed on the Base Bid Sheet in the Appendix section of this document and need to be model year 2018 or newer, have GPS capability, equipped with at least 4 digital cameras for 47 & 77 passenger vehicles, and at least 2 digital cameras for Type II vehicles, and be propane fueled. Rates quoted are for a 5.5 hour day.**

- d. Two-way radios of **at least** 45 watt capacity, business band sufficient to reach all vehicles in operation from the most distant point to the dispatching station, which shall be maintained in operable condition at all times by the Contractor. No vehicles shall be operated outside the district boundaries without an operating radio (that can be heard from the base station) and/or a cell phone. Certain areas of the district have historically experienced poor radio coverage. In areas with poor coverage, alternative emergency communications procedures or equipment (i.e. cell phone; repeater station) must be provided by the Contractor. All Contractor owned vehicles must contain radios that properly integrate with the district's digital frequency.
- e. All vehicles transporting special education students must have seat belts, child restraint seats, harnesses, or other suitable restraints to meet the needs of each such student. In vehicles with wheelchair lifts, the age, make and model of lift must be identified. Additionally, all wheel chairs must be forward facing and be restrained by a five-point restraint system: four floor tie-downs and one over the shoulder restraint. The list of equipment on the buses will be considered in the proposal evaluation process. Should proposed new legislation require child restraints for students being provided service under this contract, it shall be the Contractor's responsibility to provide compliant restraints.
- f. Vehicle numbers and company name and telephone number must be displayed appropriately on each vehicle as required by the Department of Motor Vehicles. All lettering must be in accordance with State regulations. Special lettering may be required by the school district, such as route numbers, letters, and/or school names.
- g. Buses used to transport students shall not display any advertisement, political or otherwise, either inside or outside of the vehicle without the expressed written consent of the school district.
- h. Buses transporting students must be restricted to the transportation of students and/or authorized personnel only.

- i. All buses with a capacity in excess of 10 passengers used in the performance of this contract for home-to-school, special education or summer services must be equipped with a single, digital, color camera recording system with audio.
 - j. Video recording will be required to be turned over to the administration in the event of any disciplinary, restraint or unusual matters.
- 8.7.2.2 Bidders are required to provide with their bid, on Appendix B, the make, model, year, fuel type and seating capacity of each vehicle to be supplied during the initial year of the contract. If vehicles are to be purchased to fulfill this contract, a letter from the sales agent or vehicle distributor as to vehicle(s) descriptions and availability must be enclosed with the proposal.

8.7.3 FACILITIES

Contractor shall be responsible for providing all transportation related facilities used in the performance of this contract. Bidder will provide details on the proposed site(s) to be used to house, maintain, and operate the required bus fleet. Specific information on facility address, size of buildings and parking areas, and features of site(s) must be included with the Bid. If the proposed site(s) is/are not currently under the control of the Bidder (as demonstrated by appropriate documentation), sufficient documentation as to the option to lease or purchase the site(s) must be submitted. The district reserves the right to inspect the terminal(s) prior to the award of a contract and periodically during the term of the contract.

Newtown Public Schools requires that the transportation facility and bus fleet, be located within the Town of Newtown.

8.7.4 FUEL

- 8.7.4.1 The Board of Education will furnish the Contractor, without charge, with the fuel necessary for the performance of the In-District transportation ‘Contract A’ required by Newtown Public School’s transportation program.

The district reserves the right to designate the vendor to supply the fuel. Should the Contractor receive the district’s permission to utilize another vendor or source, the district will not be responsible for any taxes associated with the costs of the fuel, or any incremental charges that would not be incurred should the district’s designated location be utilized.

8.7.5 TOLLS

The cost of tolls incurred by the Contractor for regularly scheduled routes or trips will be reimbursed by the district upon presentation of receipts. Tolls for any “deadhead” trips will not be reimbursed.

8.7.6 ADVERTISING

Vehicles used in performance of this contract to transport pupils of the district shall not be used to display, either inside or outside of the vehicle, any advertisement (commercial, political, or other) without the prior written authorization of the Superintendent of Schools or his designee.

8.8 SAFETY REQUIREMENTS

School transportation vehicles must be operated at all times by capable and competent personnel at safe and reasonable rates of speed. The Board of Education, through the Superintendent of Schools, reserves the right to require any and all reasonable precautions for the safety of students in their transportation to and from school. All students are to enter and leave vehicles at the curb (except special education students who may have specialized loading requirements), and at no time are pupils to be transported off the public highways, except in compliance with present practice.

8.9 ROUTE SCHEDULING

- 8.9.1 Basic tier route scheduling will be performed by All Star Transportation, the districts routing agency. The district reserves the right to change any and all routes, times routes are to be operated, bus stops and any other such adjustments that conditions may necessitate. No route changes are to be made by Contractor, or any driver, without the prior permission of the district. Periodically, the district may request the assistance of the Contractor to evaluate or revise certain routes. Special Education routes shall be determined by the Contractor.

The district or its designee reserves the right to change or designate additional pickup or discharge points when in the opinion of the district it is necessary for the safety and welfare of children. This shall be at no additional charge to the district.

Routes and schedules are to accommodate class schedules and shall be determined by the district.

Tier One

	<u>Begin</u>	<u>Dismiss</u>
Nonnewaugh Agricultural – Woodbury	7:25am	2:15pm
Henry Abbott Tech – Danbury	7:30am	2:10pm
St. Rose – K-8	7:50am	2:50pm
Shepaug High School – Washington	7:55am	2:25pm
Newtown High School	8:00 am	2:32 pm
Newtown Middle School	8:00am	2:32 pm

Tier Two

	<u>Begin</u>	<u>Dismiss</u>
Reed Intermediate – 5/6	9:05 am	3:32 pm
Magnet School - Danbury	8:35 am	3:25 pm
Fraser Woods - K-8	8:15 am	3:00 pm
Housatonic Valley - K-7	8:15 am	3:00 pm

*Hawley Elementary	9:05 am	3:32 pm
Head O'Meadow Elementary	9:05 am	3:32 pm
Middle Gate Elementary	9:05 am	3:32 pm
Sandy Hook Elementary	9:05 am	3:32 pm

Pre-School Programs

Sandy Hook School Pre-School – 2 Sessions	9:00 am	11:45 am
	12:45 pm	3:30 pm

TAP Program

Newtown High School	1:00 pm	5:00 pm
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**For the 2022-2023 School Year, Hawley Elementary School will be temporarily closed due to renovations. All students will be displaced to Reed Intermediate School and Head O'Meadow Elementary School. Pre-School students will be located at Head O'Meadow Elementary School.*

- 8.9.2 Both parties to the contract agree to cooperate in revising the trips specified herein to improve service, operating efficiencies, or economy. No route changes are to be made by the Contractor without the prior written permission of the Superintendent of Schools or his designee. The district reserves the right to notify the Contractor of reasonable changes in the starting and dismissal times of a school or schools and services required by such change shall be without additional charges.

Given the unique requirements of special education transportation, situations may arise which will require additional routes or services. The district will endeavor to provide the Contractor with at least 72-hour notice prior to the initiation of said new service.

- 8.9.3 The number of days for which transportation will be required should not exceed 180-183 days (except for summer services and/or as designated in the program description shown in Appendix A) and, in any case, will be governed by the actual school calendar as adopted by the Board of Education including the calendars of all other schools for which the district is responsible for furnishing transportation. When schools are closed (for any reason, including "Acts of God"), transportation is to be furnished on such other days as the Board of Education declare official school days.
- 8.9.4 Transportation to non-public schools could be provided on those days when the public schools are scheduled not to operate. Bus charges must be adjusted for actual vehicle usage for this type of service.
- 8.9.5 Each bus used under this contract will display the proper bus number.
- 8.9.6 The Contractor will be responsible for furnishing transportation to the schools and locations as shown in Appendix "A", and/or as requested by the district.
- 8.9.7 SCHEDULE VARIATIONS

8.9.7.1 Dismissal Schedules - The service contracted on regular routes is mutually understood to be contingent on the time schedules set forth in the regular route specifications. The Contractor shall also provide:

- a. District-wide noon dismissals when required.
- b. Early dismissals as per calendars provided by the district.
- c. Comparable transportation from all non-public schools covered by this contract on days when Newtown Public Schools has other than regular dismissals.
- d. Early dismissals of any and all schools for parent conferences, special events, weather or civil emergencies, etc. On various occasions through the year, the public schools may dismiss early (day before Thanksgiving; last day of school; etc.), or selected schools may dismiss early (high school exams). The Contractor shall accommodate these early dismissals at no additional cost to the district.
- e. Dismissal as required during January and June examination weeks in the high school.
- f. Summer transportation and out of town transportation as detailed in Appendix A and as required by the individual student programs.
- g. The Contractor will delay, at no additional cost to the district, the morning routes by up to 120 minutes on any day that the Superintendent of Schools institutes a delayed opening of school due to adverse conditions.

8.9.8 The Contractor will supply updated route descriptions, provide mileage and any other additional information deemed necessary by the district.

8.9.9 TRIAL RUNS

On a day established by the district within one week prior to the first day of service under the contract, each regular driver will make at least one trial AM and PM run to include all stops assigned on the route. The Contractor will provide this information to the district in order to correct any routes where there is an indication of an inability to regularly perform to schedule and to safely serve the pupils. Contractor must provide written verification of this trial run process to the district no later than one week prior to the beginning of school of each contract year. Trial runs must be operated during the typical AM and PM times in order to replicate common traffic issues and related times. The cost of the trial runs shall be borne by the Contractor and will not be billed to the district.

8.10 OPERATING MATTERS

8.10.1 District Operating Policies: Contractor shall conform to and abide by the policies, rules, and regulations of the school district as set out in the present written policies and rules of the school

district, relevant to student transportation, as modified by current practice, and such other future regulations as may reasonably be required by the district, with the consent of the Contractor. See Appendix D.

- 8.10.2 Driver Training and Additional Training: All bus drivers must receive and participate in required safety instruction as outlined in State of Connecticut laws and regulations. The cost of such instruction shall be paid by the Contractor. Additionally, drivers and bus monitors assigned to vehicles with automated lift systems shall receive training on the proper, safe use of the systems. Drivers and monitors shall also receive training on the proper methods of securing each type of wheelchair transported under these contracts.
- 8.10.3 Emergency Bus Drill: The Contractor shall be responsible for providing practice and instruction to the drivers and monitors with regard to the location, use and operation of emergency door, fire extinguisher, first aid equipment, and windows as a means of escape in case of fire or accident. Such drills shall be held at such times and in such fashion as may be required by law. The Contractor shall, when requested, provide a bus and driver for student emergency bus evacuation drills, as well as new student bus safety indoctrination held in late summer or early fall. Such services shall be provided at no additional cost to the district.
- 8.10.4 Emergency Closings: The Contractor will be required to consult with the Superintendent of Schools, or her/his designee, during times of inclement weather, about road conditions and the potential of closing school. The Contractor shall be responsible for providing the regularly scheduled buses in the event that schools are closed early in any school day due to weather conditions or other emergency declared by the Superintendent of Schools. It is understood that time is of the essence in providing such buses, and that such buses will be provided as soon as possible, but in no event will the arrival of the buses at the designated locations be more than one hour after notification is given to the Contractor by the district.
- 8.10.5 Required Reports: Essential reports are as follows:
 - 8.10.5.1 Accidents: In the event of any accident involving the operation of a school bus, the Superintendent must be notified immediately. Written reports are required whenever an accident occurs. When students are on board, the report must include complete details along with a list of all occupants. Accident reports must be completed and submitted by the Contractor in a timely fashion and include the police report.
 - 8.10.5.2 Student Discipline Matters: In the event of any student discipline matter involving district students, the Contractor shall immediately notify the individual school building, the Director of Pupil Personnel and the Superintendent. The Contractor shall follow the discipline operating procedures as defined by the district.
 - 8.10.5.3 Student Counts: A student count may be required at different intervals during the school year. The Contractor will provide whatever assistance is requested to assist the district in the compilation of this data.

8.10.5.4 Driver's Daily Reports: When required by the Superintendent of Schools or his designee, each bus driver shall file a daily report on a form prescribed by the Superintendent of Schools describing road condition, pupil behavior, and mechanical condition of the bus, which forms are to remain open for inspection by the Superintendent of Schools or her/his agent during business hours.

8.10.6 Rights To Property: As a condition of this contract, the Contractor agrees to allow school district administrative personnel or their authorized representative(s) on any property connected with the service provided to the school district for the purpose of inspection at any time. The Contractor shall also make the garage facility available for inspection of equipment by school personnel.

8.10.7 Only those children, adults or other person(s) authorized by the district to be transported shall be transported under the contract. The Contractor shall agree to secure the prior written approval of the district before agreeing to undertake the transportation of pupils for other districts, schools or individuals in conjunction with the trips specified in this contract, and to furnish the district with copies of each such related contract with another school,

district or individual for such transportation. The district reserves the right to assign students from other school districts to buses/routes. The district reserves the right to require financial credit against stipulated vehicle charges for any additional services provided by the Contractor to other parties. The amount of the credit will be determined based upon discussions between the district and the Contractor.

The Contractor agrees to cooperate fully with the district's policy of cooperative transportation with other school districts.

8.12 CHANGES IN PROGRAM

Should changes in the district operation require an increase or decrease in the number of vehicles needed to properly operate the program, the contract shall be amended to reflect the change by using the proposal amount quoted per vehicle per day (by ownership type or per hour) on the form of proposal. Such modifications shall reflect the appropriate renewal increases.

The district must be notified within 10 days of any changes in vehicle times that will result in a change in contract compensation. Failure by the Contractor to notify the district of such changes will result in the loss of any additional compensation that may be due to the Contractor pursuant to these specifications.

8.13 COMPLIANCE REQUIREMENTS

8.13.1 COMPLIANCE WITH TITLE IX REGULATIONS

In compliance with Title IX, Education Amendments of 1972 (prohibiting sex discrimination in education), the district requires any person, organization, group or other entity with which it

contracts, sub-contracts, or otherwise arranges to provide services or benefits (including proposals) to comply fully with Title IX.

TITLE IX STATES: NO PERSON SHALL, ON THE BASIS OF SEX, BE EXCLUDED FROM PARTICIPATION IN, BE DENIED THE BENEFITS OF, OR BE SUBJECTED TO DISCRIMINATION UNDER ANY EDUCATION PROGRAM OR ACTIVITY RECEIVING FEDERAL FINANCIAL ASSISTANCE.

8.13.2 COMPLIANCE WITH THE AMERICAN WITH DISABILITIES ACT AND SECTION 504 OF THE REHABILITATION ACT OF 1973

In compliance with the American with Disabilities Act and Section 504 of the Rehabilitation Act of 1973, (prohibiting discrimination against any person who is qualified with a disability), the district requires that any person, organization, group, or other entity with which it contracts, sub-contracts, or otherwise arranges to provide services or benefits (including proposals) to comply fully.

8.14 CONTRACT

The successful Bidder shall be required to execute a contract on the appropriate form furnished by the district that shall contain such other further additional provisions as are contained in the contract document. The contract shall be subject to the approval of the Superintendent of Schools and the Board of Education. A copy of such contract is available for inspection at the Business Office. This contract shall contain a default provision for all obligations of Contractor contained in the proposals, certifications, general conditions, specifications, and said contract. The successful Bidder, upon failure or refusal to execute and deliver the contract, or such bonds or insurance as required by the contract, within 21 days, after he has received notice of the acceptance of his proposal, shall forfeit to the owner, as liquidated damages for such failure of refusal, the security with his bond.

8.15 NON-PERFORMANCE DAMAGES

The district has included non-performance damages in the event that financial remedies are needed to ensure a high-quality transportation service. It is not the district's intention, nor desire, to utilize this option unless it is deemed necessary. Prior to the implementation of any penalty, the district will endeavor to meet with the Contractor to determine if there are any mitigating circumstances that have caused the service issue that might lead to the issuance of a penalty.

In view of the difficulty the district will suffer by reason of defaults on the part of the Contractor, the following sums are hereby agreed upon and shall be deemed damages for breach of this contract:

- 8.15.1 If at any time the Contractor does not provide the required number of buses, drivers or bus monitors necessary under the contract, the Board of Education may deduct from its monthly payment \$100 per student assigned to said bus, driver, or monitor not provided in accordance with the contract, or the pro-rata cost of the vehicle for that day, or the cost of the district's expense for engaging alternate transportation during the period that the Contractor is not in compliance with the terms of the contract, whichever amount is greater.

- 8.15.2 If the Contractor does not supply the necessary spare vehicles to operate the transportation program within the 30-minute reporting requirement, the district shall deduct from the monthly payment the pro-rata cost of the vehicle(s) for that day, plus a \$100 per vehicle penalty.
- 8.15.3 This contract envisions a quality, responsive transportation program that minimizes the district's involvement in the day-to-day operation of the program. Should operating problems occur which require the involvement of the district, the district reserves the right to officially notify the Contractor of such problems. Should similar operating problems reoccur within 30 days, the district reserves the right to deduct \$150 from the monthly payment for each such occurrence.
- 8.15.4 If at any time the Contractor uses a driver in the performance of this contract who has not been approved by the district and/or does not meet the requirements of the State of Connecticut, the Contractor is liable for deductions of \$200 per day from the monthly billing for service for each driver so employed, plus the per diem cost for the vehicle for that day.
- 8.15.5 In the event a strike or other occurrence causes an interruption of services for more than 24 hours, Newtown Public Schools shall have the right to secure such other transportation as may be necessary and charge the cost of same to the account of the Contractor. There will be no payment to Contractor for days no service is provided, and Contractor is responsible for financial liability to district.
- 8.15.6 Two-way radios of at least 45 watt capacity, business band sufficient to reach all vehicles in operation from the most distant point to the dispatching station, which shall be maintained in operable condition at all times by the Contractor. No vehicles shall be operated outside the district boundaries without an operating radio that can be heard from the base station, and/or a cell phone. Certain areas of the district have historically experienced poor radio coverage. In areas with poor coverage, alternative emergency communications procedures or equipment (i.e. cell phone; repeater station) must be provided by the Contractor. The Contractor shall provide the district with a base station and frequency to allow the district to monitor radio transmissions. All radios or cell phones must be utilized consistent with Federal and State usage regulations. A \$150 per day per bus penalty shall be assessed for any vehicle that does not comply with this requirement.
- 8.15.7 The school district shall have the right to terminate the contract upon 60 days notice where the Contractor has failed to meet its obligations under the contract, as evidenced by non-performance damages pursuant to this Section 8.15, that equal or exceed \$5,000 in any contract year. It is understood and agreed to by the Contractor that the assessment of penalties set forth in this Section 8.15 above shall be in addition to the right of the school district to terminate this contract for any of the reasons set forth in Section 8.15 and that in the event of termination, the above penalties will be applied for the full period of non-compliance within any applicable notice period. In the case of termination under this contract, the school district shall also have the remedies to which it is entitled pursuant to Section 4.3 of the contract documents. The rights of the school district under this paragraph shall not impede or limit the rights of the school district pursuant to Section 4.3 of the contract documents and shall be in addition thereto.

SCHOOLS WITHIN NEWTOWN

HAWLEY ELEMENTARY SCHOOL
29 CHURCH HILL ROAD
NEWTOWN, CT 06470-1644
(203) 426-7666/FAX: (203) 270-6543
PROJECTED ENROLLMENT: 401

SANDY HOOK ELEMENTARY SCHOOL
12 DICKINSON DRIVE
SANDY HOOK, CT 06482-1298
(203) 426-7660/FAX: (203) 426-2649
PROJECTED ENROLLMENT: 527

MIDDLE GATE ELEMENTARY SCHOOL
7 COLD SPRING ROAD
NEWTOWN, CT 06470-2600
(203) 426-7642/FAX: (203) 426-0326
PROJECTED ENROLLMENT: 472

HEAD O'MEADOW ELEMENTARY SCHOOL
94 BOGGS HILL ROAD
NEWTOWN, CT 06470-1915
(203) 426-7670/FAX: (203) 270-9610
PROJECTED ENROLLMENT: 357

REED INTERMEDIATE SCHOOL
3 TRADES LANE
NEWTOWN, CT 06470
(203) 270-4880/FAX: (203) 270-4899
PROJECTED ENROLLMENT: 881

NEWTOWN MIDDLE SCHOOL
11 QUEEN STREET
NEWTOWN, CT 06470-2172
(203) 426-7642/FAX: (203) 270-6102
PROJECTED ENROLLMENT: 816

NEWTOWN HIGH SCHOOL
12 BERKSHIRE ROAD
SANDY HOOK, CT 06482-1398
(203) 426-7689/FAX: (203) 426-6573
PROJECTED ENROLLMENT: 1,744

ST. ROSE
46 CHURCH HILL ROAD
NEWTOWN, CT 06470
(203) 426-5102/FAX: (203) 426-5374
PROJECTED ENROLLMENT: 440

FRASER WOODS
173 SOUTH MAIN STREET
NEWTOWN, CT 06470
(203) 426-3390
ENROLLMENT 62/TRANSPORTING 40

HOUSATONIC VALLEY WALDORF SCHOOL
40 DODGINGTOWN ROAD
NEWTOWN, CT 06470
(203) 464-1113
ENROLLMENT 30/TRANSPORTING 20

STUDENT TRANSPORTATION BID
FORM OF BID
DUE DATE JANUARY 21, 2022

NEWTOWN PUBLIC SCHOOLS
 BUSINESS OFFICE
 3 PRIMROSE STREET
 NEWTOWN, CT 06470

BASE BID

HAVING CAREFULLY EXAMINED THE WITHIN SPECIFICATIONS FOR FURNISHING THE TRANSPORTATION SERVICE FOR THE NEWTOWN PUBLIC SCHOOLS, 3 PRIMROSE STREET, NEWTOWN, CONNECTICUT, THE UNDERSIGNED: _____ CERTIFIES THAT IT HAS EXAMINED AND FULLY COMPREHENDS ALL THE ENCLOSED "GENERAL CONDITIONS", "SPECIFICATIONS", AND "NOTICE TO BIDDERS" FOR THE TRANSPORTATION SERVICE FOR THE AMOUNTS STATED BELOW AND PURSUANT TO THE TERMS DESCRIBED ON THE SPECIFICATIONS. DAILY RATES WILL BE PAID ONLY ON VEHICLES THAT ARE SCHEDULED FOR SERVICE AS REQUIRED. THE RATES ARE INCLUSIVE OF ANY ADDITIONAL TRANSPORTATION REQUIRED DURING THE DAY, I.E., EARLY DISMISSALS, DELAYED OPENINGS, EXAM RUNS, EMERGENCY EVACUATIONS, ETC.

SCHOOL YEAR IN-DISTRICT RATES
FOR PUBLIC AND PRIVATE TRANSPORTATION SERVICES

	2022-23	2023-24	2024-25	2025-26	2026-27
77 Passenger (current 31 vehicles)					
5½ Hours Per Day	\$	\$	\$	\$	\$
Single Tier Rate-AM & PM	\$	\$	\$	\$	\$
Shuttle, Excess, Late Rate Per Hour	\$	\$	\$	\$	\$
47 Passenger (current 13 vehicles)					
5½ Hours Per Day	\$	\$	\$	\$	\$
Single Tier Rate-AM & PM	\$	\$	\$	\$	\$
Shuttle, Excess, Late Rate Per Hour	\$	\$	\$	\$	\$
30 Passenger (current 7 vehicles)					
5½ Hours Per Day	\$	\$	\$	\$	\$
Single Tier Rate-AM & PM	\$	\$	\$	\$	\$
Shuttle, Excess, Late Rate Per Hour	\$	\$	\$	\$	\$
18 Passenger (current 3 wheelchair)					
5½ Hours Per Day	\$	\$	\$	\$	\$
Single Tier Rate-AM & PM	\$	\$	\$	\$	\$
Shuttle, Excess, Late Rate Per Hour	\$	\$	\$	\$	\$
Bus Aide/Monitor	\$	\$	\$	\$	\$
Summer ESY Rate	\$	\$	\$	\$	\$
Athletic Trips					
In-District Hourly Rate	\$	\$	\$	\$	\$
Out-of-District Hourly Rate	\$	\$	\$	\$	\$
TAP Program (hourly rate)	\$	\$	\$	\$	\$
Basic Hourly Rate	\$	\$	\$	\$	\$

(SEE NOTES ON FOLLOWING PAGE)

Bidder's Initials

PERFORMANCE BOND

	2022-23	2023-24	2024-25	2025-26	2026-27
Annual Charge	\$	\$	\$	\$	\$

Based on your experience with routing systems, estimate the number of buses that may be reduced resulting from a centralized bus location:

NUMBER OF BUSES

COMMENTS:

Bidder's Initials

BIDDER'S VEHICLE LIST

Proposer's Name: _____

Authorized Signature: _____

[illegible]

Attach additional sheets as required. This page may be copied for additional vehicle listings. If vehicles are not currently under the ownership of the Proposer, adequate documentation demonstrating the ability to obtain the required vehicles must be provided pursuant to the Specifications.

Proposer's Initials

APPENDIX C

THIS FORM MUST BE SIGNED AND NOTARIZED AND SUBMITTED WITH BID

HOLD HARMLESS AGREEMENT

IT IS HEREBY AGREED AND UNDERSTOOD THAT THE CONTRACTOR AGREES TO HOLD HARMLESS AND INDEMNIFY NEWTOWN PUBLIC SCHOOLS, OR ANY OFFICER, AGENT, SERVANT OR EMPLOYEE OF THE NEWTOWN PUBLIC SCHOOLS FROM ANY LAWSUIT, ACTION, PROCEEDING LIABILITY, JUDGEMENT, CLAIM, OR DEMAND WHICH MAY ARISE OUT OF:

(A) ANY INJURY TO PERSON OR PROPERTY SUSTAINED BY THE CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES OR BY ANY PERSON, FIRM, OR CORPORATION EMPLOYED DIRECTLY OR INDIRECTLY BY THEM UPON OR IN CONNECTION WITH THEIR PERFORMANCE UNDER THE CONTRACT, HOWEVER CAUSED;

(B) ANY INJURY TO PERSON OR PROPERTY SUSTAINED BY ANY PERSON, FIRM, OR CORPORATION, CAUSED BY ANY ACT, DEFAULT, ERROR OR OMISSION OF THE CONTRACTOR, ITS AGENTS, SERVANTS, OR EMPLOYEES OR OF ANY PERSON, FIRM, OR CORPORATION, DIRECTLY OR INDIRECTLY EMPLOYED BY THEM UPON OR IN CONNECTION WITH PERFORMANCE UNDER THE CONTRACT.

THE ASSUMPTION OF INDEMNITY, LIABILITY AND LOSS HEREUNDER SHALL SURVIVE CONTRACTOR'S COMPLETION OF SERVICE OR OTHER PERFORMANCE HEREUNDER AND ANY TERMINATION OF THIS CONTRACT.

THE CONTRACTOR AT ITS OWN EXPENSE AND RISK SHALL DEFEND ANY LEGAL PROCEEDINGS THAT MAY BE BROUGHT AGAINST THE NEWTOWN PUBLIC SCHOOLS, OR ANY OFFICER, AGENT, SERVANT, OR EMPLOYEE OF THE NEWTOWN PUBLIC SCHOOLS ON ANY CLAIM OR DEMAND, AND SHALL SATISFY ANY JUDGMENT THAT MAY BE RENDERED AGAINST THE NEWTOWN PUBLIC SCHOOLS, NEWTOWN SCHOOL BOARD, OR ANY OFFICER, AGENT, SERVANT, OR EMPLOYEE OF THE NEWTOWN PUBLIC SCHOOLS.

THIS INDEMNIFICATION, DEFENSE AND HOLD HARMLESS AGREEMENT SHALL APPLY TO ANY LAWSUIT, ACTION, PROCEEDING, LIABILITY, JUDGEMENT, CLAIM OR DEMAND, OF WHATEVER NAME OR NATURE, NOTWITHSTANDING THAT CONTRACTOR MAY DEEM THE SAME TO BE FRIVOLOUS OR WITHOUT MERIT. IT IS INTENDED THAT THIS AGREEMENT BE INTERPRETED IN THE BROADEST MANNER POSSIBLE SO AS TO INSULATE ALL OF THE ENTITIES, PARTIES AND INDIVIDUALS NAMED ABOVE FROM ANY LIABILITY, COST OR JUDGEMENT, MONETARY OR OTHERWISE, AS THE SAME MAY RELATE TO THE PERSONNEL AND SERVICES PROVIDED BY THE CONTRACTOR.

Signature _____ Date _____

Sworn to before me this ____ day of _____, 2022.

(NOTARY PUBLIC)

**APPENDIX D
BIDDER'S CERTIFICATION**

1. If the Bidder is a corporation, is it incorporated in Connecticut?

☐ Yes

☐ No

If No, it must be authorized to do business in Connecticut.

2. In submitting this Bid, the Bidder agrees to the terms and conditions of the Bid Package including the Instructions to Bidders, General Conditions, Bid Certifications, and Specifications. If this Bid is signed by a partner, the person hereby states that he or she has the authority to bind the partnership; if this is signed by an authorized corporate employee, that person hereby states that he or she has the authority to bind the corporation.

3. The Bidder has provided transportation services to the following school districts within the last three (3) years:

Name

Address

Contact Person

Telephone

(attach additional sheets, if necessary)

4. Pursuant to Specifications 8.7.2.2, vehicle list of Contractor must be included on Appendix B.
5. Pursuant to Specification 8.7.3, the following terminal(s) will be used in Performance of this Contract:

6. These Specifications require the submission of additional information that will be utilized to evaluate each Bid and which will become the basis for the award of the Contract by the District. The Bidder's endorsement below signifies that the Bidder is aware of all required information and that the Bid contained herein is a full, complete submission by the Bidder. The Bidder further understands that the District has the sole discretion to determine the best Bid to meet the needs of the District.

Very truly yours,

By _____

Title _____

Company _____

Bidder Information

Company Name: _____ Contact person: _____

Title: _____ Address: _____

City, State, Zip: _____ Telephone: _____

Fax: _____ Email: _____

APPENDIX E

NON-COLLUSIVE BIDDING CERTIFICATION

Firm Name: _____

Business Address: _____

Telephone No. _____ Date of Proposal: _____

I. GENERAL PROPOSAL CERTIFICATION

The Proposer certifies that he or she will furnish, at the prices herein quoted, the materials, equipment, and/or services as proposed on this proposal.

II. NON-COLLUSIVE PROPOSAL CERTIFICATION

By submission of this proposal, the Proposer certifies that:

a. Each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint Proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- 1) The prices in this proposal have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Proposer or with any competitor;
- 2) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any competitor; and
- 3) No attempt has been made or will be made by the Proposer to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition.

b) A proposal shall not be considered for award nor shall any award be made where (a) - (1), (2), and (3) above have not been complied with, provided however, that if in any case the Proposer cannot make the foregoing certification, the Proposer shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefore. Where (a) - (1), (2), and (3) above have not been complied with, the proposal shall not be considered for award nor shall any award be made unless the Newtown Public Schools determines that such disclosure was not made for the purpose of restricting competition.

The fact that a Proposer has (a) published price lists, rates or tariffs covering items being procured, (b) informed prospective customers of proposed or pending publication of new or revised price lists for such items or (c) sold the same items to other customers at the same prices being proposed, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

Any proposal shall be deemed to have been authorized by the board of directors of the Proposer, and such authorization shall be deemed to include the signing and submission of the proposal and the inclusion therein of the certificated as to non-collusion as the act and deed of the corporation.

Signature _____
Title _____